

In re:
Franklin Spencer
Debtor(s)

Case No. 19-13663-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Oct 28, 2020

User: Adminstra
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 30, 2020:

Recip ID	Recipient Name and Address
db	+ Franklin Spencer, 1100 E Barringer Street, Philadelphia, PA 19119-3904

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 30, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 28, 2020 at the address(es) listed below:

Name	Email Address
DAVID M. OFFEN	on behalf of Debtor Franklin Spencer dmo160west@gmail.com davidoffenecf@gmail.com;offendr83598@notify.bestcase.com
REBECCA ANN SOLARZ	on behalf of Creditor THE BANK OF NEW YORK MELLON F/K/A The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2006-23 bkgroup@kmlawgroup.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Franklin Spencer	CHAPTER 13
<u>Debtor</u>	
THE BANK OF NEW YORK MELLON, F/K/A The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2006-23	NO. 19-13663 MDC
<u>Movant</u>	
vs.	
Franklin Spencer	11 U.S.C. Section 362
<u>Debtor</u>	
William C. Miller, Esquire	
<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$8,927.08**, which breaks down as follows;

Post-Petition Payments:	April 2020 to July 2020 at \$1,302.01/month
	August 2020 to October 2020 at \$1,302.13/month
Suspense Balance:	\$187.35
Total Post-Petition Arrears	\$8,927.08

2. The Debtor(s) shall cure said arrearages through a loan modification within the following schedule:

a) Debtors shall obtain a trial modification by November 30, 2020

b) Debtors shall either obtain a permanent modification by March 1, 2021 or continue making regular monthly payments per the trial modification until the final modification is completed.

3. Additionally, beginning on November 1, 2020, Debtors shall also make regular post-petition payments on the first (1st) of each month in accordance with the terms of the note and mortgage while the loan modification application is pending.

4. If a timely trial modification is obtained, Debtor shall then continue to make regular trial modification payment followed by regular permanent modification payments thereafter, both as directed within the modification documents.

5. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

6. In the event any of the events listed within Section 2 are not completed within the listed deadlines and Debtors are not in an active trial modification, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may amend their Chapter 13 Plan to provide for payment of Movant's arrears within Section 4(a), "Curing Default and Maintaining Payments", within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to do so, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

7. In the event any of the payment listed under either Section 3 or 4 are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

8. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

9. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order⁷ granting the Movant relief from the automatic stay.

10. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

11. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 6, 2020

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Movant

Date: October 21, 2020

/s/ David M. Offen, Esquire
David M. Offen, Esquire
Attorney for Debtor

Date: October 23, 2020

/s/ LeeAne O. Huggins
William C. Miller, Esquire
Chapter 13 Trustee

No Objection/
Without Prejudice to Any
Trustee Rights or
Remedies

Approved by the Court this 27th day of October, 2020. However, the court
retains discretion regarding entry of any further order.

Magdelene D. Coleman
Magdelene D. Coleman
Chief U.S. Bankruptcy Judge